

Exhibit II

Amendment Number 4

AFTER-SCHOOL ENRICHMENT PROGRAM CONTRACT



By and Between

**COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OF UNIFIED SCHOOL DISTRICT
FOR
AFTER-SCHOOL ENRICHMENT PROGRAM**

**PREPARED BY
BUREAU OF PROGRAM, POLICY, RESEARCH & EVALUATION**

**SUPPORTIVE SERVICES DIVISION
12820 Crossroads Parkway South
City of Industry, California 91746**

August 2002

**AMENDMENT NUMBER 4 TO THE CONTRACT BETWEEN
COUNTY OF LOS ANGELES AND LOS ANGELES UNIFIED SCHOOL DISTRICT FOR
AFTER-SCHOOL ENRICHMENT PROGRAM
CONTRACT NO. 72140**

Reference is being made to the document entitled, *"After-School Enrichment Program By and Between County of Los Angeles and the Los Angeles Unified School District,"* effective May 12, 1999, further identified as County Contract Number 72140, Change Notice 1 dated May 27, 1999, Change Notice 2 dated November 18, 1999, Amendment 1 dated July 6, 2000, Amendment 2 dated June 28, 2001 and Amendment 3 dated June 17, 2002 (hereinafter referred to as the "CONTRACT").

Upon signatures of both parties to Amendment Number 4, the original contract is amended as follows:

1. Part II. **CONTRACT PERIOD**, Section 1 is revised to add the following:
 1. The term of this Amendment shall commence on October 1, 2002 and shall continue through June 30, 2003, unless sooner terminated or extended in whole or in part, as herein provided.
 2. Subject to the provisions of Section V. 44., Termination for Convenience of County, in the event of termination of this Contract, CONTRACTOR shall upon receipt of notice of termination:
 - 2.1 Immediately eliminate all new costs and expenses under this Contract. In addition, CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice termination and prior to termination date.
 - 2.2 Promptly report to COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
 3. Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, changes in legal requirements regarding contracting for After-School Enrichment Program services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for After-School Enrichment Program services, CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above.
2. Part IV., **CONTRACT PAYMENT**, Section 1.1 shall be added to the Contract as follows:

COUNTY shall reimburse CONTRACTOR in performing services hereunder for actual costs incurred by CONTRACTOR in accordance with Attachment B-4, Contract Budget for the period from October 1, 2002 through June 30, 2003. The direct services costs to be reimbursed directly through this contract will be specifically for non-welfare-to-work children. The direct services costs for welfare-to-work children will be reimbursed under the Stage 1 Child Care administered by the agencies under contract with the COUNTY to provide CalWORKs Stage 1 Child Care. The maximum cost of this Agreement No. 4, shall not exceed \$9,408,546 as reflected in Attachment B-4.

3. Part IV., **CONTRACT PAYMENT**, Section 12.0 shall be added to the Contract as follows:

COUNTY shall reconcile their monthly billings on a quarterly basis (see Attachment H, Quarterly Reconciliation Report) for the recently completed quarter (e.g., reconciliation of invoices submitted for July through September 2002, due October 2002), supported by detailed (line item) documentation in accordance with Attachment D-1, Contractor's Budget:

12.1 Administrative and support services costs shall be separately identified.

12.2 Personnel costs shall be itemized by pay classification.

12.3 Any prorated costs shall be clearly identified.

4. Part V., **FURTHER TERMS AND CONDITIONS**, Section 17.0 is deleted in its entirety and replaced by the following:

17.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department (CSSD) will supply CONTRACTOR with the poster to be used.

5. Part V., **FURTHER TERMS AND CONDITIONS**, Section 18.0 is deleted in its entirety and replaced by the following:

18.0 Contractor's Warranty of Adherence to County's Child Support Compliance Program

18.1 CONTRACTOR acknowledges that COUNTY has established a goal of

the Contract are in compliance with their court-ordered child, family and espousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

- 18.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

6. Part V., **FURTHER TERMS AND CONDITIONS**, Section 42.8 is deleted in its entirety and replaced by the following:

42.8 Subcontracts for services, of all tiers, must include the provisions specified in State Purchase of Services Requirements, Section 23-604. The provisions of Section 23-604 apply to subcontracts of any tier under County contracts.

7. Part V., **FURTHER TERMS AND CONDITIONS**, Section 43.0 is deleted in its entirety and replaced by the following:

43.0 Termination for Breach of Warranty to Maintain Compliance With County's Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 18.0 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County CSSD shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 45.0 Termination For Default of The CONTRACTOR.

8. **Part V. FURTHER TERMS AND CONDITIONS**, Section 58.0 is added to the Contract as follows:

57.0 COMPLIANCE WITH JURY SERVICE PROGRAM

57.1 Jury Service Program.

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

57.2 Written Employee Jury Service Policy.

57.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

57.3. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

57.4 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service

Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

57.5 CONTRACTOR's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

9. ATTACHMENT A, **STATEMENT OF WORK, Part 2.0, DEFINITIONS** shall be revised to add the following to the Contract:

2.13 California Work Opportunity and Responsibility to Kids (CalWORKs) provides temporary financial assistance and employment focused services to families with minor children who have income and property below State maximum limits for their family size.

2.14 California Medi-Cal Program (Medi-Cal) provides comprehensive medical benefits to low-income families with children, pregnant women, and adults who are over 65, blind, or disabled. Depending on their income and resource levels, individuals and families may be eligible to a no-cost or a share-of-cost Medi-Cal program. CalWORKs families receive Medi-Cal (with zero share-of-cost).

2.15 Welfare-to-Work is a plan developed by the DPSS GAIN Services Worker (GSW) and the participant using the vocational assessment employment plan and/or any clinical assessment. The welfare-to-work plan may include job search services, work experience, education/training, mental health treatment, substance abuse treatment and/or domestic violence treatment.

2.16 Food Stamps Program (FS) help eligible low-income households meet their basic nutritional needs. Individuals residing in room and board arrangements, homeless individuals in shelters, and temporary residents of a shelter for battered women and children, may also be eligible to receive Food Stamps.

10. ATTACHMENT A, **STATEMENT OF WORK, Part 3.0, COUNTY FURNISHED ITEMS**, Section 3.1 is deleted in its entirety and replaced by the following:

3.1.4 GEARS /Single Index Work Station and Printer to identify welfare-to- work

CalWORKs, non-welfare-to-work, Food Stamps, and no-cost Medi-Cal children potentially eligible for the After-School Enrichment Program.

11. ATTACHMENT A, **STATEMENT OF WORK**, Section 5.3, **ONGOING OPERATIONAL SUPPORT**, is amended to add the following:

5.3.5 Certification of Eligibility for Participation - CONTRACTOR in collaboration with DPSS and/or Alternative Payment Providers (APPs) shall ensure elementary school children participating in the After-School Enrichment Program meet one of two categories. This determination shall be based on the following: the child has been approved for CalWORKs, Food Stamps, Medi-Cal, (with zero share-of-cost), or child care under the CalWORKs Stage 1 Child Care Services Contract. DPSS and/or APPs will provide requested information/data to assist CONTRACTOR in the process of Certification of Eligibility for Participation. Step-by-step procedures will be delineated as to roles and responsibilities of each party to ensure compliance. CalWORKs children shall be given priority for enrollment in the After-School Enrichment Program. Any remaining slots may be offered to children receiving Medi-Cal or Food Stamps.

Annual re-evaluation - CONTRACTOR in collaboration with DPSS and/or APPs shall re-evaluate and re-certify children's eligibility for CalWORKs eligible children, Food Stamps, Medi-Cal, (with zero share-of-cost), or child care under the CalWORKs Stage 1 Child Care Services Contract at least annually. All reported changes in children's eligibility will be acted upon within ten (10) business days by CONTRACTOR. DPSS and/or APPs will provide requested information/data to assist CONTRACTOR in the process of Annual re-evaluation. Step-by-step procedures will be developed to ensure compliance.

12. ATTACHMENT A, **TECHNICAL EXHIBITS**, **Technical Exhibit 6.0**, **PERFORMANCE REQUIREMENTS SUMMARY (PRS) SECTION 6.1.1**, Introduction is deleted in its entirety and replaced by the following:

6.1.1 This technical exhibit lists the required services which will be monitored by the COUNTY during the term of this Contract. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory. The COUNTY'S point method of monitoring, and the unsatisfactory performance indicator points which may be assessed if the service is not satisfactorily provided.

All listing of "Required Service" or "Standard" used in this Performance Requirements Summary (PRS) are intended to be completely consistent with the main body of this Contract and Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this Contract and Statement of Work. In any case of apparent inconsistency between Required Services or Standards as stated in the main body of the Contract, Statement of Work and this PRS, the meaning apparent in the main body and Statement of Work will prevail. If any Required Service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that Apparent Required Service or Standard will be null

and void and place no requirement on CONTRACTOR, and will not be the basis of the assignment of any Unsatisfactory Performance Indicator (UPI) points. Because the provision of After-School Enrichment services for children served by the Department is of vital importance to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR performance. COUNTY will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by the CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is the CONTRACTOR'S responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

13. ATTACHMENT A, **TECHNICAL EXHIBITS, Technical Exhibit 6.0**, SECTION 6.1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART, Attachment 1, is deleted in its entirety and replaced by the following:

- 6.1.2.1 Provides the Section or Paragraph where referenced (Column 1 of chart).
- 6.1.2.2 Defines the Standard of Performance for each required service (Column 2 of chart).
- 6.1.2.3 Shows the maximum Allowable Deviation from Perfect Performance (ADPP) for each Required Service that is allowed before COUNTY assesses Unsatisfactory Indicator Points (Column 3 of chart).
- 6.1.2.4 Shows the quality assurance methods the COUNTY will use to evaluate the CONTRACTOR's performance in meeting the contract requirements (Column 4 of chart).
- 6.1.2.5 Shows the quarterly Unsatisfactory Performance Indicator (UPI) Points to be assessed for exceeding the ADPP, for each listed contract requirement (Column 5 of chart). These indicators may serve as the baseline for assessing the need to terminate this Contract.

14. ATTACHMENT A, **TECHNICAL EXHIBITS, Technical Exhibit 6.0**, SECTION 6.1.3 QUALITY ASSURANCE is deleted in its entirety and replaced by the following:

- 6.1.3 Each quarter, the CONTRACTOR's performance will be compared to this Contract's Standards and Quality Assurance Criteria (QAC 's) using the Quality Assurance Monitoring Plan (QAMP). The Quality Assurance Evaluator (QAE) has the right to monitor CONTRACTOR more often if, in the judgement of the QAE, there is reason to do so. COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

- 6.1.3.1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin];
- 6.1.3.2 100% inspection of items, such as reports and invoices, on a

periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance;

- 6.1.3.3 Review of reports and files maintained by the CONTRACTOR;
- 6.1.3.4 On-site evaluations and monitoring;
- 6.1.3.5 Evaluation of complaints.

15. ATTACHMENT A, **TECHNICAL EXHIBITS, Technical Exhibit 6.0**, 6.1.5 CONTRACT DISCREPANCY REPORT (CDR) is deleted in its entirety and replaced by the following:

6.1.5 Performance of a listed service is considered unacceptable when the number of discrepancies found during contract monitoring procedures exceeds the number of discrepancies allowed by the ADPP (as per 6.1.2.3). When the performance is unacceptable, the CONTRACTOR may be required to respond to a CDR as follows:

- 6.1.5.1 CCA will verbally and in writing notify the Contract Manager or alternate of a contract discrepancy within five (5) business days of discovery of the discrepancy. When possible, the problem shall be immediately resolved by the Contract Manager. The CCA will determine whether a CDR (Technical Exhibit 6.1 Attachment II) will be issued.
- 6.1.5.2 If a CDR is issued, it will be mailed or personally delivered, at CCA's discretion, to the Contract Manager or alternate.
- 6.1.5.3 Upon receipt of a CDR, CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging receipt of the CDR, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.
- 6.1.5.4 The CCA will evaluate CONTRACTOR's explanation on the CDR and if the CCA determines that unsatisfactory performance was caused by circumstances beyond CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA shall decline to count such point(s) as unsatisfactory performance for the quarter.

16. ATTACHMENT A, **TECHNICAL EXHIBITS, Technical Exhibit 6.0**, 6.1.6 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE is deleted in its entirety and replaced by the following:

- 6.1.6.1 Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

1. ADPP - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance.
- Lot Size - the total number of unit or services to be provided:
- Sample Size - the number of units to be checked in a given time period; and
- Acceptance/Rejection Numbers - the numbers which indicate whether the lot is acceptable or unacceptable.

6.1.6.2 The ADPP for each sampling is taken from the PRS. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal change of being selected, a random number table is used to determine the sample.

6.1.6.3 The UPI points assessed from the sample size shall be applied to the lot size. For example, a sample size of two hundred (200) selected from a lot size of 20,000, with an ADPP of five percent (5%), allows for 10 acceptable discrepancies. If 11 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 4 points per incident are to be assessed, the following formula is used:

- ▶ $11 \div 200$ (sample size) = 5.5%
- ▶ $5.5\% - 5\% = .5\%$ over the ADPP
- ▶ $5.5\% \times 20,000$ (lot size) = 1,100 (# of unacceptable discrepancies)
- ▶ $1,100/10$ (reduction factor) $\times 4$ (UPI points) = 440

6.1.6.4 A reduction factor of 10 will be applied to the assessment of UPI points in determining total points assessed.

6.1.7 Remedy of Defects is deleted in its entirety and replaced by the following:

Regardless of findings of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a reasonable time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

- 6.1.8 Unsatisfactory Performance Remedies is deleted in its entirety and replaced by the following:

When CONTRACTOR performance does not conform with the requirements of the Contract, COUNTY will have the option to apply the following nonperformance remedies:

- 6.1.8.1 CONTRACTOR shall implement a formal corrective action plan, subject to approval by COUNTY, in response to a Contract Discrepancy Report (CDR). In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence. Evidence of curing the discrepancies cited in the CDR shall be in accordance with Section 6.1.5.
- 6.1.8.2 COUNTY shall issue a CDR to CONTRACTOR when the Unsatisfactory Performance Indicator (UPI) point total exceeds 800 points for all factors during any one month during the term of this Contract.
- 6.1.8.3 COUNTY shall issue a CDR to the CONTRACTOR and a notice to the Chief, Supportive Services Division, DPSS when the UPI point total exceeds 1200 points total for all factors during any one month during the term of this Contract. A copy of the notice shall also be delivered to CONTRACTOR per Section V, Paragraph 37.0 of this contract.
- 6.1.8.4 COUNTY shall issue a CDR to the CONTRACTOR and a notice to the Director, DPSS when the UPI point total exceeds 1600 points for all factors during any one month during the term of this of this Contract or a second notice to the Chief, Supportive Services Division, DPSS was warranted pursuant to Section 6.1.8.3 above. A copy of the notice shall also be delivered to CONTRACTOR per Section V, Paragraph 37.0 of this contract.
- 6.1.8.5 COUNTY shall issue a Notice to Cure and a notice to the Board of Supervisors including recommendation of remedial actions when the UPI point total exceeds 2000 points for all factors during any one month during the term of this Contract, or a second notice to the Director, DPSS was warranted pursuant to Section 6.1.8.4 above. COUNTY and CONTRACTOR shall follow the steps below to resolve the Notice to Cure.
 - 6.1.8.5.1 COUNTY will in all cases provide a thirty (30) business day written Notice to Cure.
 - 6.1.8.5.2 COUNTY and CONTRACTOR shall meet and confer within three (3) business days of CONTRACTOR's receipt of Notice to Cure.

6.1.8.5.3 Within five (5) business days of the meet and confer, CONTRACTOR shall produce a plan of correction, specifying the action to be taken to cure and the time within said action will be completed. Such actions must be completed within a reasonable time as determined by the COUNTY.

6.1.8.5.3 COUNTY shall respond to the plan within three (3) business days of receipt thereof.

17. ATTACHMENT A, **TECHNICAL EXHIBITS, Technical Exhibit 6.0, Technical Exhibit 6.2, Monthly Management Report (MMR)** is deleted in its entirety and replaced by the following:

CONTRACTOR will develop a format, to be agreed to by COUNTY, within ten (10) business days of Contract approval, which, at a minimum, will capture the following information. It will be submitted by the fifteenth (15) calendar day of each month for the prior month:

- Monthly Invoice for CONTRACTOR's payment for the report month.
- Ending balance of number of participating schools from prior month's report.
- Number of schools terminating the After-School Enrichment Program since prior month's report.
- Total number of participating schools through the end of report month.
- Ending balance of number of enrolled children from prior month's report (CalWORKs non-welfare-to-work, CalWORKs welfare-to-work, non-CalWORKs, Food Stamps, Medi-Cal (with zero share-of-cost).
- Number of enrolled children added since prior month's report (CalWORKs non-welfare-to-work, CalWORKs welfare-to-work, non-CalWORKs, Food Stamps, Medi-Cal (with zero share-of-cost).
- Total number of enrolled children (CalWORKs non-welfare-to-work, CalWORKs welfare-to-work, non-CalWORKs, Food Stamps, Medi-Cal (with zero share-of-cost).
- Recommendations, suggestions, or comments for improving services/processes.

18. ATTACHMENT A, **TECHNICAL EXHIBITS, Technical Exhibit 6.3, Qualifications of LAUSD Staff** is deleted in its entirety and replaced by the following:

CONTRACTOR'S Contract Manager will be a California Credentialed Administrator with District required experience at managing educational and recreational activities for school-aged children. (See Attachment A, Section 1.3.1)

Project Director will be a California Credentialed Administrator who will have the technical expertise in developing, coordinating and administering an effective after-school program that meets the needs of the program recipients.

Senior Recreation Director will be a Classified Administrator who plans, organizes, coordinates and implements specific YS-CARE activities.

Project Assistants will have a minimum of five (5) years of successful experience in providing curricular and co-curricular activities for school-aged children.

Traveling Program Supervisors will provide day-to-day monitoring, supervision and direct program support to participating sites.

Clerical support staff will have met the LAUSD qualifications for the classification of Office Assistant (entry-level position).

Part-time unclassified site staff will have experience or training in the areas of academic and/or recreational activities for school-aged children.

Office Computer Operator will utilize computers and associated equipment to input/collect/store data, generate reports and invoices, and coordinate use of network equipment.

19. Attachment B-4 - CONTRACTOR's budget is revised to add Attachment B-4, Revised CONTRACTOR's budget.
20. Attachment H - Quarterly Reconciliation Report is added to the Contract.

All other terms and conditions remain in full force and effect.

The parties have caused this Amendment to be executed by the authorize representatives.

COUNTY OF LOS ANGELES

By _____
Bryce Yokomizo, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:
LLOYD W. PELLMAN, COUNTY COUNSEL

By _____
Deputy County Counsel

Date

LOS ANGELES UNIFIED SCHOOL DISTRICT

By _____
Name: John Liechty
Title: Assistant Superintendent
Address: 450 N. Grand Ave., A-407
Los Angeles, CA 90012

Date

By _____
Name: S. Thais Rothman
Title: Contracts Supervisor
Address: 355 S. Grand Ave., Floor 19
Los Angeles, CA 90074

Date

TECHNICAL EXHIBIT 6.1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE	PERFORMANCE INDICATOR	SERVICE STANDARD(S)	ALLOWABLE DEVIATION FROM PERFECT PERFORMANCE ADPP %	METHOD OF MONITORING	UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE ADPP
(1)	(2)	(3)	(4)	(5)	(6)
Part IV, Contract Payment and Attachment G Attachment A, Section <u>5.0</u> , Paragraph <u>5.5</u> , and <u>I 6.2</u>	CONTRACTOR submit timely invoices, monthly management reports and other ad hoc reports. CONTRACTOR reconcile their monthly billings on a quarterly basis.	Submission of the required reports by the 15 th calendar day following the report month. Required reports are submitted by the 15 th calendar day following the end of the quarter.	10.0	Receipt of required reports	5 points per each day late.
Attachment A, Section <u>1.0</u> , Paragraph <u>1.3.1b</u>	CONTRACTOR is available during regular business hours	Contract Manager or alternate available Monday - Friday during normal business hours.	10.0		2 points per each infraction.
Statement of Work, 3.0 County Furnished Item Section 3.1.4	CONTRACTOR will utilize DPSS GEARS and Single Index computer systems to verify children's eligibility to participate in the ASEP.	Required computer printouts are on file with applications to verify eligibility and case number provided on monthly invoice.	10.0	R a n d o m sample	5 points per each type of infraction.

TECHNICAL EXHIBIT 6.1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE (1)	PERFORMANCE INDICATOR (2)	SERVICE STANDARD(S) (3)	ALLOWABLE DEVIATION FROM PERFECT PERFORMANCE ADPP % (4)	METHOD OF MONITORING (5)	UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE ADPP (6)
Statement of Work, General Section 1.0, Scope of Work 1.1.2	CONTRACTOR will offer integrated educational, health, social, recreational and cultural activities.	Documentation of program activities for individual school sites on file.	10.0		5 points for each infraction.
Statement of Work, Section 5.0 Specific Tasks, Subsection 5.1.5	CONTRACTOR establishes and adheres to a schedule of formal compliance monitoring incorporating on- site visits and monthly desk reviews of statistical and narrative reports.	Required documentation is on file at CONTRACTOR's site.	10.0	Inspection of Contractor's records.	5 points per type of infraction.

TECHNICAL EXHIBIT 6.1
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE (1)	PERFORMANCE INDICATOR (2)	SERVICE STANDARD(S) (3)	ALLOWABLE DEVIATION FROM PERFECT PERFORMANCE ADPP % (4)	METHOD OF MONITORING (5)	UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE ADPP (6)
Statement of Work, Section 1.6 Hours of Operation/Holidays Subsection 1.6.1	CONTRACTOR provides the program for a minimum of three (3) hours when school is in session and a maximum of eight (8) hours when school is not in session.	Required documentation is on file at CONTRACTOR's site.	5.0	Inspection of records	15 points per each infraction.

**AFTER SCHOOL CARE PROGRAM
CONTRACT BUDGET FOR FISCAL YEAR 2002-03
(9 months)**

CONTRACTOR: Los Angeles Unified School District

ADMINISTRATIVE UNIT

I. PERSONNEL	# of Positions	Monthly Salary	9 Months
PROJECT DIRECTOR	1	\$ 7,249.60	\$ 70,678
SENIOR RECREATION DIRECTOR	1	\$ 4,618.62	\$ 45,032
RECREATION SUPPORT WORKER	1	\$ 2,193.77	\$ 21,389
SUPERVISING CLERK	1	\$ 2,609.23	\$ 25,440
PERSONNEL CLERK	2	\$ 4,781.08	\$ 46,616
PROJECT ASSISTANTS	3 varying hours	\$ 7,269.23	\$ 70,875
PLAYGROUND SUPERVISORS.	4 varying hours	\$ 6,010.38	\$ 58,601
OFFICE ASSISTANT	6	\$ 12,697.62	\$ 123,802
BILINGUAL DIFFERENTIALS		\$ -	\$ 2,250
TRAVELING RECREATION SUPERVISORS	6	\$ 8,608.69	\$ 83,935
TRAVELING ACADEMIC SUPERVISORS	6	\$ 16,987.85	\$ 165,632
PLAYGROUND PROG. SPECIALIST	1	\$ 2,128.08	\$ 20,749
OFFICE COMPUTER OPERATOR	1	\$ 2,059.00	\$ 20,056
TRAVELING ENRICHMENT SUPERVISORS	6	\$ 4,468.62	\$ 43,569
IN-SERVICE SPECIALIST		\$ -	\$ 33,096
IN-SERVICE TRAINING PERSONNEL		\$ -	\$ 180,898
FIRST AIDE INSTRUCTORS		\$ -	\$ 6,000
TOTAL PERSONNEL			\$ 1,018,616

II. FRINGE/EMPLOYEE BENEFITS	
PROJECT DIRECTOR	\$ 15,304
SENIOR RECREATION DIRECTOR	\$ 11,695
RECREATION SUPPORT WORKER	\$ 8,231
SUPERVISING CLERK	\$ 9,126
PERSONNEL CLERK	\$ 20,164
PROJECT ASSISTANTS	\$ 3,693
PLAYGROUND SUPERVISORS.	\$ 6,686
OFFICE ASSISTANT	\$ 57,536
BILINGUAL DIFFERENTIALS	\$ -
TRAVELING RECREATION SUPERVISORS	\$ 9,577
TRAVELING ACADEMIC SUPERVISORS	\$ 8,630
PLAYGROUND PROG. SPECIALIST	\$ 2,368
OFFICE COMPUTER OPERATOR	\$ 9,483
TRAVELING ENRICHMENT SUPERVISORS	\$ 2,270
IN-SERVICE SPECIALIST	\$ 1,724
IN-SERVICE TRAINING PERSONNEL	\$ 13,316
FIRST AIDE INSTRUCTORS	\$ 685
TOTAL FRINGE/EMPLOYEE BENEFITS	\$ 180,488

TOTAL (I + II)	\$ 1,199,103
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III. ADMINISTRATIVE OPERATIONS	
GENERAL OFFICE SUPPLIES	\$ 11,214
COMMUNICATION	\$ -
CELL PHONE	\$ 45,000
PAGERS	\$ 1,125
ADVERTISEMENT	\$ 24,960
GENERAL EQUIPMENT	\$ -
EQUIPMENT REPLACEMENT	\$ 11,219
VEHICLES LEASE	\$ -
VEHICLES MAINTENANCE (fuel)	\$ 6,000
FORKLIFT LEASE	\$ -
TRAILER LEASE	\$ -
COPIER LEASE	\$ 8,250
STAFF SHIRTS	\$ 18,001
HOSPITALITY (In-Service Meetings)	\$ 1,125
TRANSPORTATION (mileage)	\$ 17,250
EVALUATION	\$ 46,875
ANTICIPATED SALARY INCREASE ON EXISTING POSITIONS (2%)	\$ 19,711
ANTICIPATED SALARY INCREASE ON FRINGE BENEFITS (1%)	\$ 1,667
TOTAL ADMINISTRATIVE OPERATING COSTS	\$ 212,397
TOTAL (I + II + III)	\$ 1,411,500
APPROVED INDIRECT COST RATE	\$ 70,014
TOTAL ADMINISTRATIVE/INDIRECT COSTS	\$ 1,481,514
(A + B + C) + (Operating Expenses related to Ongoing Direct Services)	
A = (53 x 29 x 12 x \$374) (Total # of Sites) x (# of Slots) x (# of Months per Year) x (Rate)	
B = (18 x 29 x 10 x \$374) (Total # of Sites) x (# of Slots) x (# of Months per Year) x (Rate)	
C = (18 x 29 x 2 x \$564) (Total # of Sites) x (# of Slots) x (# of Months per Year) x (Rate)	
TOTAL ONGOING DIRECT SERVICES COSTS	\$ 7,927,032
TOTAL ADMINISTRATIVE, ONGOING DIRECT SERVICES	\$ 9,408,546

**AFTER SCHOOL ENRICHMENT PROGRAM CONTRACT
MONTHLY INVOICE**

REPORT MONTH:

Los Angeles County Office of Education

Vendor #:

9300 Imperial Hwy, ECE 103, Downey CA 90242-2890

Contract #: 72139

Vendor Taxpayer ID # 95-6000942

562/803-8436

ADMINISTRATIVE UNIT

DIRECT AND INDIRECT COSTS

PERSONNEL:	No. of Positions	Monthly Salary	Time Allocated	Welfare To-Work	Non Welfare To- Work	Total
Project Coord.	1		100			0.00
Regional Coord.	1		100			0.00
Regional Coord.	1		100			0.00
Asst. Adm. Analyst	1		100			0.00
Asst. Adm. Analyst	1		100			0.00
Admin Aide	1		100			0.00
Student Intern	1		100			0.00
Student Intern	1		100			0.00
Consultant	1		100			0.00
Total Salaries:				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

FRINGE/EMPLOYEE BENEFITS:

PERS						0.00
OASDI						0.00
MEDICARE						0.00
HEALTH & WELFARE						0.00
UNEMP. INS.						0.00
WORKER'S COMP. INS.						0.00
GASB						0.00
Total Fringe/Employee Benefits:				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOTAL PERSONNEL COSTS 0.00 0.00 0.00

OPERATING EXPENSES	No. of Items	Unit Cost	Monthly Cost	Total
General & Site Supplies/Equipment				0.00
Inservice Training				0.00
Transportation: Mileage Reimbursement				0.00
Evaluation				0.00
Contracts				0.00
Utilities				0.00
Other - Documented Direct Support				0.00
Travel				0.00
TOTAL OPERATING COSTS:			<u>0.00</u>	<u>0.00</u>

TOTAL ADMINISTRATIVE UNIT - DIRECT COSTS: 0.00 0.00 0.00

Approved Indirect Cost Rate: 10% 0.00 0.00 0.00

GRAND TOTAL ADMIN. UNIT DIRECT AND INDIRECT COSTS: 0.00 0.00 0.00

PRELIMINARY DEVELOPMENT COSTS - ADVANCE PAYMENTS

	ADMIN UNIT	READINESS/DEV.	TOTAL
Cash Balance Carried Forward			0.00
Cash Advanced Requested this Period	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
ACTUAL COSTS (DETAIL ATTACHED) Aug, 1999	<u> </u>	<u> </u>	<u>0.00</u>
NET BALANCE - TO BE OFFSET	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

Patricia Smith, Financial Officer
Controller's Office
Federal, State, and Special Grants and Contracts Section

Date

DIRECT SERVICES - SCHOOL SITE COSTS					CURRENT MONTH ACTUALS	YEAR-TO-DATE ACTUALS
Jury Service	School Site	Employee Name	# of Days served	Salary		
ON-GOING OPERATIONAL COSTS (DETAIL ATTACHED)						
TOTAL DIRECT SERVICES						
GRAND TOTAL MONTHLY AMOUNT INVOICED						
TOTAL INVOICE MONTH FOR CURRENT MONTH					0.00	

ON-GOING DIRECT SERVICES COSTS DETAIL (CalWORKs, FOOD STAMPS, AND MEDI-CAL) DETAIL ATTACHED							
School Name	Case Name	Category (CalWORKs etc.)	SSN or Case Number	Name of Child	Total Hours	Rate	Amount

**AFTER-SCHOOL ENRICHMENT PROGRAM
QUARTERLY RECONCILIATION REPORT
FOR _____**

Invoice No.: _____
Invoice Date: _____
Contract No.: _____

Vendor Name: _____
Vendor Address: _____

Tel. No.: _____
SSN/Taxpayer ID: _____

Part A - Monthly

Projected Contract Costs \$ _____

Part B - Reconciliation

Actual Monthly Costs \$ _____

Start-up Costs \$ _____

Invoiced and Paid \$ _____

Underpayment/Overpayment for period of _____ \$ _____
(Date)

Total to be paid/adjusted \$ _____

CONTRACTOR's Authorizing Signature

Date

County Contract Manager's Signature

Date

AFTER-SCHOOL ENRICHMENT PROGRAM
QUARTERLY RECONCILIATION REPORT
FOR _____

<u>JOB CLASSIFICATION</u>	<u>FRINGE SALARIES</u>	<u>QUARTER BENEFITS</u>	<u>QUARTER COSTS</u>	<u>YEAR-TO-DATE COSTS</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Salaries and Fringe Benefits:		_____	_____	_____

OTHER EXPENDITURES

<u>LINE ITEM</u>	<u>QUARTER COSTS</u>	<u>YEAR-TO-DATE COSTS</u>
General & Site Supplies/Equipment	_____	_____
In-service Training	_____	_____
Transportation: Mileage Reimbursement	_____	_____
Evaluation	_____	_____
Contracts	_____	_____
Utilities	_____	_____
Other	_____	_____
_____	_____	_____
_____	_____	_____
Total Other Expenditures:	_____	_____
TOTAL QUARTER EXPENDITURES:	_____	

OTHER FISCAL ACTIVITIES

Explain other changes, e.g., personnel change (vacant position, staff leave of absence, addition/deletion of staff, etc.), reallocation of line item expenditures, etc.:
